

UNITED STATES GOVERNMENT
National Labor Relations Board



Memorandum

DATE: February 22, 2011

TO: Lester A. Heltzer
Executive Secretary

FROM: Marlin O. Osthus, Regional Director
Region 18, Minneapolis, MN

SUBJECT: Watonwan County, 18-WH-21

Attached is the case file in the above-named matter. Included are copies of the Certification of Exclusive Representative by the State of Minnesota Bureau of Mediation Services, dated September 28, 1998, pursuant to which the Union was certified as the exclusive bargaining representative of the dispatchers named in the petition. The parties are signatory to a collective-bargaining agreement.

There was no response to the Order to Show Cause, which issued on February 4, 2011, and it appears appropriate that a Certification of Representative as Bona Fide should issue.


M.O.

Attachment

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

WATONWAN COUNTY

Employer

and

Case 18-WH-21

WATONWAN COUNTY DISPATCHERS
(INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS – 911 DISPATCHERS
LOCAL #3928)

Petitioner

ORDER TO SHOW CAUSE

On January 5, 2011, Watonwan County Dispatchers (International Association Of Firefighters – 911 Dispatchers Local #3928) filed a petition (a copy of which is attached) requesting a certification as a bona fide representative of certain employees of Watonwan County (public safety dispatchers) under Section 7(b) of the Fair Labor Standards Act of 1938. Having duly considered the matter,

IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February 18, 2011, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the 4th day of February, 2011.



Marlin O. Osthus, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

Attachment

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February 18, 2011.

FORM NLRB-1026 (9-07)

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

DO NOT WRITE IN THIS SPACE	
Case No	<u>18 - WH - 21</u>
Docketed	<u>January 5, 2011</u>

**REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE
UNDER SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938**

The undersigned petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below

1 Petitioner (Name and affiliation, if any) Watowwan County Dispatchers (International Association of Fire Fighters- 911 Dispatchers Local#3928)

2 Employer Watowwan County

3 Address of establishment 715 3rd Ave South St James Mri. 56081

4 Industry _____

5 Petitioner and Employer have entered into a collective bargaining agreement. (If so, attach copies)

6 Petitioner has not been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act (If so, state number of case. _____)

7. The following known labor organizations claim to represent employees at the above establishment.

International Association of Fire Fighters- 911 dispatchers
Local#3928

(Name of labor organization)

December 31, 2011

(Contract expiration date, if any)

(Name of labor organization)

(Contract expiration date, if any)

(Name of labor organization)

(Contract expiration date, if any)

Subscribed and sworn to before me this 5
day of January, 2011

at _____

By

Julie Christensen

(Signature and title of petitioner's representative)

715 3rd Ave S St James Mn

(Address)

507-375-5121

(Telephone number)

56081

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to refuse to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Watonwan County

Employer

and

Watonwan County Dispatchers (International
Association Of Firefighters – 911 Dispatchers
Local #3928)

Petitioner

Case 18-WH-21

DATE OF MAILING: February 4, 2011

AFFIDAVIT OF SERVICE OF Order to Show Cause dated February 4, 2011, and Petition dated
January 5, 2011

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following persons, addressed to them at the following addresses:

Gary Menssen, Sheriff
Watonwan County
715 – 3d Ave South
PO Box 168
St. James MN 56081

Mr. Dan Vannelly
Law Enforcement Labor Services
327 York Avenue
St. Paul MN 55101

Ms. Julie Christensen
Watonwan County Dispatchers
(IAF Local 3928)
715 – 3d Ave South
St. James MN 56081

Subscribed and sworn to before me this 4th
day of February, 2011.

DESIGNATED AGENT

Carol M. Collins

NATIONAL LABOR RELATIONS BOARD

Case Service Sheet**As of 1/10/2011****Case Number:** 18-WH-00021**Case Name:** Watonwan County

<u>Employer #1 Party:</u> Watonwan County 715 3rd Avenue South PO Box 168 St. James, MN 56081 E-Mail:	<u>Point of Contact:</u> Mr. Gary Menssen, Sheriff Phone: (507)375-3121 Fax: (507)375-5897 Cell:
<u>Intervenor #1 Party:</u> Law Enforcement Labor Services 327 York Ave St. Paul, MN 56101 E-Mail:	<u>Point of Contact:</u> Mr. Dan Vannelly Phone: (651)793-2322 Fax: Cell:
<u>Petitioner #1 Party:</u> Watonwan County Dispatchers (International Association of Fire Fighters-911 Dispatchers Local #3928) 715 3rd Avenue South St. James, MN 56081 E-Mail:	<u>Point of Contact:</u> Ms. Julie Christensen Phone: (507)375- 5 121 Fax: Cell: 3

FORM NLRB-1026 (9-07)

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

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1 Petitioner (Name and affiliation, if any) Watoniwan County Dispatchers (International Association of Fire Fighters- 911 dispatchers Local#3928)

2 Employer Watoniwan County

3 Address of establishment 715 3rd Ave South St James Mn 56081

4 Industry _____

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Local#3928

(Name of labor organization)

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(Name of labor organization)

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Subscribed and sworn to before me this 5
day of January, 2011

at _____

By

Julie Christensen
(Signature and title of petitioner's representative)

715 3rd Ave S St James Mn
(Address) 56081
507-375-5121
(Telephone number)

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United States Government
NATIONAL LABOR RELATIONS BOARD
Region 18
Suite 790
330 South Second Avenue
Minneapolis, MN 55401-2221

Office: (612) 348-1757
Fax: (612) 348-1785
www.nlr.gov

January 6, 2011

Sheriff Gary Menssen
Watsonwan County
715 3rd Avenue South
PO Box 168
St. James, MN 56081

Re: WATONWAN COUNTY
Case 18-WH-21

Dear Sheriff Menssen:

A Request for Certification of Representatives as Bona Fide Under Section 7(b) of the Fair Labor Standards Act of 1938 has been filed with this office requesting that the Petitioner named therein be certified by the National Labor Relations Board as a bona fide representative of employees of the Employer named therein. A copy of the Request is enclosed. Investigation of this matter has been assigned to the following staff member to whom all inquiries and correspondence should be directed:

Name: Joseph H. Bornong
Field Attorney

Telephone: (612)348-1772
E-mail: Joe.Bornong@nlrb.gov

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Office through the Agency's E-Filing system on its website: <http://www.nlr.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

Attention is called to your right, and the right of any party, to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the Courts. In the event you choose to have a representative appear on your behalf and/or if you wish to designate that representative as your agent for service of documents, have that representative complete the enclosed Form NLRB-4701 and

January 6, 2011

forward it promptly to this office. If you desire to represent yourself, this form does not need to be completed.

To assist in completing the investigation, the parties are requested to submit within 48 hours the following, if it has not been previously submitted.

1. A copy of any current or recently expired collective bargaining agreement applicable to employees of the Employer at the subject establishment.
2. The names of any labor organization claiming to represent any employees of the Employer at the subject establishment.
3. Information as to whether any labor organization has been certified as the exclusive bargaining agent of the Employer's employees at the subject establishment, and if so, a copy of the certification.

If you have any questions, do not hesitate to communicate with the Board Agent named above. Your cooperation in this matter will be appreciated.

Very truly yours,



Marlin O. Osthus
Regional Director

MOO/ob

Enclosures
cc:

Ms. Julie Christensen
Watsonwan County Dispatchers
(International Association of Fire Fighters-
911 Dispatchers Local #3928)
715 3rd Avenue South
St. James, MN 56081

AFFIDAVIT OF SERVICE

CASE: WATONWAN COUNTY

CASE: 18-WH-21

FILED: 1/5/2011

FIELD EXAMINER: _____

ATTORNEY: JHB

Sheriff Gary Menssen
Watonwan County
715 3rd Avenue South
PO Box 168
St. James, MN 56081

Ms. Julie Christensen
Watonwan County Dispatchers
(International Association of Fire Fighters-
911 Dispatchers Local #3928)
715 3rd Avenue South
St. James, MN 56081

I CERTIFY THAT I SERVED THE ABOVE-REFERRED TO PETITION ON THE 6th DAY OF January,
2011 BY FIRST CLASS US MAIL AND/OR FACSIMILE, TOGETHER WITH TRANSMITTAL LETTER,
OF WHICH THIS IS A TRUE COPY.



(Designated Agent)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WATONWAN COUNTY

Employer

and

WATONWAN COUNTY DISPATCHERS
(INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS – 911 DISPATCHERS
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National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
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(Name of labor organization)

December 31, 2011

(Contract expiration date, if any)

(Name of labor organization)

(Contract expiration date, if any)

(Name of labor organization)

(Contract expiration date, if any)

Subscribed and sworn to before me this 5
day of January, 2011

at _____

By Julie Christensen
(Signature and title of petitioner's representative)
715 3rd Ave S St James Mn
(Address)
507-375-5121
(Telephone number) 56081

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Watonwan County

Employer

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Case 18-WH-21

Watonwan County Dispatchers (International
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Petitioner

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Ms. Julie Christensen
Watonwan County Dispatchers
(IAF Local 3928)
715 – 3d Ave South
St. James MN 56081

**Subscribed and sworn to before me this 4th
day of February, 2011.**

DESIGNATED AGENT
/s/ Carol M. Collins

NATIONAL LABOR RELATIONS BOARD

Attn:
 Joe Bornong-
 612-348-1785

BMS

BUREAU OF MEDIATION SERVICES

State of Minnesota

IN THE MATTER OF A PETITION FOR
 DETERMINATION OF AN APPROPRIATE
 UNIT AND CERTIFICATION AS EXCLUSIVE
 REPRESENTATIVE

December 29, 1998

International Association of Fire Fighters, St. Louis Park,
 Minnesota

- and

Watonwan County, St. James, Minnesota

BMS Case No. 99-PCE-463

PREPARED BY: Geraldine A. Ryan
 Representation Specialist

CERTIFICATION OF EXCLUSIVE REPRESENTATIVE

The tabulated results of a certification election conducted in the above-captioned matter by an agent of the Bureau of Mediation Services indicates that an exclusive representative has been selected:

ELIGIBLE EMPLOYEES	(5)
VOTES FOR INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS	(4)
VOTES FOR NO REPRESENTATIVE	(0)

TOTAL VOTES TABULATED (4)

Based on these election results, IT IS CERTIFIED THAT THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, ST. LOUIS PARK, MINNESOTA, is the exclusive representative for the employees falling within the appropriate unit of:

All 911 Public Safety Dispatchers who are employed Watonwan County, St. James, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

(612) 649-6421 FAX: (612) 642-3013 TTD: 1-800-627-3529
 1380 Energy Lane • Suite 02 • St. Paul, MN 55108-5253
 An Equal Opportunity Employer

02/04/2011 10:47 FAX 851 843 3013

BUREAU OF MEDIATION SVC

2un2

Certification of Exclusive Representative
BMS Case No. 99-PCE-463
Page 2...December 29, 1998

The Maintenance of Status Quo Order issued by the Bureau on
September 28, 1998, is hereby lifted in its entirety.

STATE OF MINNESOTA
Bureau of Mediation Services



LANCE TEACHWORTH
Commissioner

gar

cc: Mike Stockstead
Donald Kuhlman (2)
(Includes Posting Copy)

Attn: Joe Bornong -

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE COUNTY OF WATONWAN

AND

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS – 911 DISPATCHERS
LOCAL #3928**

December 21, 2008 through December 17, 2011

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ARTICLE 1.**PURPOSE OF AGREEMENT**

1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Watonwan, hereinafter called the Employer, and the International Association of Fire Fighters Local 3928 hereinafter called the Association. The intent and purpose of this Agreement is to:

- A. Establish the foundation for a harmonious and effective labor-management relationship.
- B. Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
- C. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of provisions set forth in this Agreement.

The Employer and the Association, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Watonwan by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2.**RECOGNITION**

The Employer recognizes the Association as the exclusive representative for a unit of Watonwan County employees composed as follows:

All 911 Public Safety Dispatchers who are employed by Watonwan County, St. James, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

ARTICLE 3.**DEFINITIONS**

The terms used in this Agreement shall be defined as follows:

- 3.1 Association: International Association of Fire Fighters, Local No. 3928, Minnesota.
- 3.2 Association Member: A member of Local 3928 International Association of Fire Fighters.
- 3.3 Base Pay Rate: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- 3.4 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

- 3.5 Days: Unless otherwise indicated, days means calendar days.
- 3.6 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.7 Department: A division of Watonwan County government.
- 3.8 Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.9 Employee: A member of the International Association of Fire Fighters Local 3928.
- 3.10 Employer: Watonwan County Board of Commissioners and its designated representatives.
- 3.11 Exempt Employee: Employees exempt from the overtime provisions of the Federal Fair Labor Standards Act.
- 3.12 Full Month of Service: One (1) calendar month of continuous service.
- 3.13 Full-time: A position in which an employee is regularly scheduled to work the normal work hours established for the department (for full time).
- 3.14 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.15 Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.16 Part-time: An employee regularly scheduled to work less than full time work hours established for the department.
- 3.17 Probationary Period: The first six (6) months of service of newly hired or rehired employees.
- 3.18 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.19 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.20 Regular Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.21 Seniority: Length of service established by Article 6.

- 3.22 Temporary Employee: An employee hired on a temporary basis, for a period not to exceed sixty (60) days (except under exceptional circumstances, such period may be extended for up to sixty (60) days upon written notice to the Association and the temporary employee), as designated by the Employer, in a position with little prospect for continued employment. Such employees shall earn the salary rate set forth in Appendix A for temporary employees and shall not receive any other benefits.
- 3.23 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.24 Trial Period: The first three (3) months of service in the new position of a promoted or transferred employee.

ARTICLE 4.

UNION SECURITY

- 4.1 In recognition of the Association as the exclusive representative, the Employer shall:
- A. Deduct twice monthly from the wages of employees authorizing such deduction in writing an amount equal to the monthly Association dues, and forward such monies to the designated Association officer.
 - B. Deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3 (1988).
 - C. Remit bimonthly such deductions to the appropriate designated officer of the Association with a list of the names of the employees from whose wages deductions were made; and
 - D. The Association shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 4.2 There shall be no discrimination against any employee because of Association membership or non-membership. The Association agrees to represent all members of the unit fairly and without discrimination.
- 4.3 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including providing legal defense brought or issued against the Employer under the provisions of the Article.
- 4.4 The Association may designate certain employees from the bargaining unit to act as stewards, and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Association shall also certify to the Employer a complete and current list of its officers and representative(s).

- 4.5 The Employer agrees to recognize stewards certified by the Association as provided in this Section, subject to the following stipulations. Stewards and other employee Association officers shall not leave their workstations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their workstations. Permission to leave a workstation for Association business will be limited to the investigation and presentation of grievances to the Employer and mediation/arbitration with the Employer. The Association agrees to conduct it's business during off duty hours whenever possible
- 4.6 Non-employee representatives of the Association, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of discussing Association business if they first notify the supervisor and do not interfere with the work of employees. The Association shall not enter the Employer's premises or facilities for Association business or activities without the prior approval of the Employer.
- 4.7 The Employer agrees to allow the Association to use designated bulletin boards for the purpose of posting notices. The Association agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

ARTICLE 5.

EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; set and amend budgets; determine the utilization of technology; to establish and modify organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 The Employer retains all its rights and privileges not specifically addressed or modified by this Agreement.
- 5.3 The Employer agrees to apply the terms of this Agreement to all members of the Unit fairly and without discrimination.

ARTICLE 6.

SENIORITY

- 6.1 Seniority Lists: Upon request of the Association, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification in order of highest to lowest seniority, for all regular employees in the bargaining unit.
- 6.2 Types of Seniority: There shall be (3) three types of seniority established by the Agreement:

- A. Service Seniority, which shall be the total length of continuous service with the County. Part time employees shall receive one month of service credit for every 170 hours work.
 - B. Bargaining Unit Seniority, which shall be the total length of service within the bargaining unit.
 - C. Classification Seniority, which shall be the total length of service within a work classification.
- 6.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 6.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:
- A. Layoff, which shall be by classification, in reverse order of Bargaining Unit seniority. If there are employees with less seniority in a formerly held classification than the employee about to be laid off in his/her current and former classification, the employee may bump the employee with the least classification seniority in the former classification if the Employer determines he/she meets the qualifications for the position.
 - B. Recall from layoff, shall be in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee or Employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.
 - C. The Employer shall issue written notice of a layoff at least ten (10) calendar days in advance of layoff and will meet and confer with the Association to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from a layoff to affected employees, providing at least fourteen (14) calendar days to return to work. Recall notification shall be by registered or certified mail to the employee's last known address.
 - D. Temporary and probationary employees in the same classification shall precede employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.
- 6.5 The Employer is committed to hiring the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater bargaining unit seniority for the job opening.
- 6.6 For a period of ten (10) calendar days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous place in the department, notice of all

vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, the rate of pay, normal hours to be worked, and the job classification.

- 6.7 An employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Processing of a Grievance: It is recognized and accepted by the Association and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employee and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Association representative shall be allowed a reasonable amount of time off with pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Association have notified and received the approval of the Employer who has determined that such absence is reasonable.
- 7.3 Procedure: Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor as designated by the Employer. The immediate supervisor will discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days to the grievant. A grievance not resolved in Step 1 shall be placed in writing and set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 by the Association within fourteen (14) calendar days, or it shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Association and discussed with the County Board or its designee. The County Board or its designee shall give the Association the Employer's Step 2 answer in writing within fourteen (14) days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the County Board's or its designee's answer in Step 2. Any grievance not appealed in writing to Step 3 by the Association within fourteen (14) calendar days shall be considered waived.

Step 3. A grievance not resolved in Step 2 of the grievance process may be submitted to the Bureau of Mediation Services by mutual agreement. It is recognized by the parties that the intervention of the BMS does not preclude either party from proceeding to arbitration. The use of the BMS is for a possible mediated resolution only.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

- 7.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be binding on both the Employer and the Association, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- 7.5 **Arbitrator's Fees:** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 7.6 **Waiver:** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association.
- 7.7 **Choice of Remedy:** If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4, or a procedure such as: Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 or another appeal procedure - and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4.

ARTICLE 8. NO STRIKE/NO LOCKOUT

- 8.1 Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Association shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.
- 8.2 The Employer shall not lock out unit employees.

ARTICLE 9. PROBATION AND TRIAL PERIODS

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period.
- 9.2 The Employer, at its sole discretion, may discharge a probationary employee. Such action shall not be subject to the grievance procedure.
- 9.3 All employees promoted or transferred to a new position shall serve a three (3) month trial period.
- 9.4 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion.
- 9.5 For a period of sixty (60) calendar days, the trial period employee shall have the right to revert to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion. After the sixty (60) day period, the employee may request such return if an opening exists in the employee's previous classification.
- 9.6 Probationary employees shall earn vacation and sick leave pursuant to Article 12 and Article 13. Probationary employees shall be eligible to utilize accumulated vacation upon completion of six (6) months of service. Probationary employees shall be eligible for holiday pay pursuant to Article 11, and shall be eligible to utilize accumulated sick leave pursuant to Article 13.

ARTICLE 10 WORK SCHEDULES - PREMIUM PAY

- 10.1 This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 10.2 **Workweek:** The normal workweek shall be forty (40) hours of work, as determined by the Employer, for full-time employees.
- 10.3 **Work Shift:** Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.
- 10.4 **Work Schedule Changes:** The Employer shall 11-09
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20 hours.
days in advance of any permanent change in work schedules for special circumstances, early quits, or send homes shall be at the confirmed with the IAFF member involved an emergency. 11-09
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een (14) calendar
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in place, unless it is
- 10.5 **Rest Breaks:** Employees shall receive a fifteen (15) minute rest break during each four (4) hour period determined by the employee's supervisor and a thirty (30) minute paid meal period during each work shift of eight (8) hours or more. Such rest and meal breaks may be interrupted. Regular meals shall be provided as they are scheduled and provided within the jail. Susan
- 10.6 **Overtime:** All hours worked by non-exempt employees in excess of forty (40) hours per week shall be considered overtime. For purposes of computing overtime, the workweek shall begin at 12:01 a.m. Sunday.
- 10.7 Any open shift that would create overtime for full-time, part-time or on-call staff shall be offered to IAFF members first by order of service seniority.
- 10.8 Non-compensated leave of absence hours and compensatory time used shall not be included in the worked hours per week required to qualify for overtime premium.
- 10.9 **No Pyramiding of Hours:** The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 10.10 **Overtime Rate:** All non-exempt employees shall be compensated for all overtime hours worked at the rate of time and one-half (1½) the employee's base pay rate. Employees receive a compensatory time bank for all overtime hours worked to a maximum of sixty (60) hours. Overtime earned when there are sixty (60) hours in the compensatory time bank shall be paid. Employees shall be allowed to elect to carry over forty (40) hours of compensatory time from one calendar year to the next. On the last payday of the year, the remaining hours in the compensatory time bank shall be zeroed and employees shall be paid the cash equivalent for the balance of compensatory time earned and not used by

December 15th. New compensatory time shall not be earned until the first pay period of the next year.

- 10.11 Employees working more than forty (40) hours in a week shall have the choice of compensatory time, to a maximum of forty (40) hours, or overtime pay at the appropriate rate. Requests to use compensatory time off shall be made to the supervisor five (5) days prior to said leave. The supervisor may waive the 5-day period under special circumstances.
- 10.12 Non-exempt employees shall be eligible for payment for accrued compensatory time upon termination of employment at their final rate of pay.
- 10.13 Callback: The Employer shall pay a minimum of three (3) hours pay at the appropriate rate if any employee is called back to work by the Employer. A callback shall not include an early start to a work shift or an extension of a work shift.
- 10.14 Employer approved and recommended training sessions or meetings shall be considered scheduled work and shall be compensated at the employee's regular rate of pay. Training sessions and meetings that do not take place during the employee's shift shall be paid as callback hours.

ARTICLE 11.

HOLIDAYS

- 11.1 Full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned workday preceding the holiday and the first assigned workday following the holiday.
- 11.2 Designated holidays are as follows:
 - New Year's Day - January 1
 - Martin Luther King Day - Third Monday in January
 - Presidents Day - Third Monday in February
 - Memorial Day - Last Monday in May
 - Independence Day - July 4
 - Labor Day - First Monday in September
 - Veterans Day - November 11
 - Thanksgiving Day - Fourth Thursday in November
 - Friday after Thanksgiving Day
 - Christmas Eve Day - December 24
 - Christmas Day - December 25
- 11.3 Non-exempt employees assigned and required by the Employer to work on a holiday as designated in this Article shall receive overtime compensation at one and one-half (1½) times their base pay rate for hours worked, plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two and one-half (2½) times the employee's base pay rate. Part-time dispatchers shall receive two (2) times their base rate

for hours worked on a holiday. In no case shall the total compensation exceed two (2) times the employee's base pay rate.

Employees may elect to receive their base rate of pay and receive compensatory time at one and one-half (1½) time for all hours worked on the holiday, in accordance with provisions in Article 10.

- 11.4 Holidays that occur within an employee's approved and compensated vacation period will not be chargeable to the employee's vacation time.
- 11.5 If the Employer determines that a full-time dispatcher will work holidays, the Employer will distribute the holiday assignment as equally as practicable.
- 11.6 Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to compensated time off for designated holidays on a pro-rata basis.

ARTICLE 12.

VACATIONS

- 12.1 All full-time regular employees shall be entitled to earn vacation at the rate designated in the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status. Probationary employees will earn at the same rate, but shall not be allowed to use vacation until they have completed six months of work.

<u>Years of Employment</u> <u>Beginning - Completed</u>	<u>Accrual Per</u> <u>80 Hr. Pay Period</u>	<u>Annual Total</u> <u>in days</u>
0 - 5	4.92	16 days
6 - 8	5.23	17 days
9 - 10	5.54	18 days
11 - 13	5.85	19 days
14 - 16	6.46	21 days
17 and over	8.00	26 days

- 12.2 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours. However, upon complete termination of employment, regular employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination, provided the employee is terminating in good standing. To be considered "in good standing" an employee shall give his/her department head at least fourteen (14) calendar days written notice prior to resignation, or thirty (30) days prior to retirement. Shorter notice may be approved by the County Board due to unusual circumstances.
- 12.3 Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

- 12.4 No employee may carry over more than twenty-four (24) days of vacation from one calendar year to the next. Vacation cannot be used in less than one-half (½) hour increments.
- 12.5 Department heads shall consult with all employees entitled to vacation, and from such consultation, a schedule for vacation periods shall be established. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service shall permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.
- 12.5 Part-time employees regularly scheduled to work twenty (20) or more hours per week shall earn vacation according to the schedule in Section 12.1 on a pro-rata basis.
- 12.6 If an employee is required to report for work during an approved vacation period, he/she shall be compensated for all hours worked at time and one-half (1½) pay and shall be allowed to reschedule his/her vacation at a time he/she wants.

ARTICLE 13.

SICK LEAVE

- 13.1 All full-time employees shall be entitled to earn and use sick leave at the rate designated in the following schedule.

<u>Accrual Per</u> <u>80 Hr. Pay Period</u>	<u>Maximum Annual</u> <u>Sick Leave Accrual</u>
4.00 hours	13 days

Sick leave usage: Can be used in increments of not less than one-half (½) hour.

Employees shall be allowed to accumulate any unused sick leave from year to year up to a total of 960 hours. Sick leave shall be paid at the regular rate of pay. The maximum sick leave accumulation for employees working less than 80 hours per pay period shall be prorated based on the employee's scheduled hours for the year. Employees moving from full-time to part-time shall be allowed to carry over the accumulated bank earned as a full-time employee. However, no additional accumulations of sick leave will be allowed until the accumulated bank has been reduced to less than the pro-rated maximum accumulation allowed at the applicable part-time level. A separate bank shall accumulate any excess hours earned while on part-time status and credited to the employees bank, upon return to full-time status.

- 13.2 Sick leave benefits shall only accrue when an employee is on compensated payroll status during a pay period.
- 13.3 Sick leave may be authorized on the basis of application therefore, approved by the Employer, for actual disability due to illness, maternity, injury, legal quarantine, dental or medical treatment. Sick leave may also be used for absences due to the illness of or

injury to the employee's child, stepchild, foster child or ward under the age of 18, or under age 20 if still attending secondary school, for such periods as may be necessary. Up to three (3) days per year of sick leave may be used to care for immediate family members with a serious illness. Immediate family for purposes of this section, shall be defined as spouse, child, parent and siblings. Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave and other information the Employer deems necessary. Verification shall be requested only if there is an indication of misuse on the part of the employee.

- 13.4 To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 13.5 The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.
- 13.6 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 13.7 Any employee who by reason of sickness or injury receives Workers Compensation benefits may receive from the Employer additional differential benefits from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefits shall not exceed the weekly regular rate of an employee.
- 13.8 Employees regularly scheduled to work less than 32 hours per week who retire from the County in good standing with at least ten (10) years of service and some form of retirement or disability annuity shall be paid fifty percent (50%) of their sick leave. Employees regularly scheduled to work 32 or more hours per week and part-time employees hired prior to September 1, 1987 who retire from the County in good standing (as defined in Article 12.2) with at least ten (10) years of service and some form of retirement or disability annuity, shall receive the Postretirement Health Care Savings Arrangement described in Section 18.7. Those leaving the County with fifteen (15) or more years of service, although not retiring or disabled, shall be paid twenty-five percent (25%) of their accumulated sick leave up to a maximum of two hundred forty (240) hours.
- 13.9 In the event of death of an employee's spouse, children, parents, siblings, mother-in-law or father-in-law, an employee shall be allowed the use of three (3) days sick leave in conjunction with vacation.

- 13.10 Employees who have accumulated nine hundred sixty (960) hours of sick leave shall convert one-half (½) of any further accumulation of sick leave to an additional bank to be utilized by the employee in case of catastrophic illness or injury after the employee has used the original nine-hundred sixty (960) hours accumulation. Sick leave used shall be deducted first from the nine hundred sixty (960) hours accumulation, with no further additions to the additional bank until the nine hundred sixty (960) hour maximum is again reached.
- 13.11 Part-time employees regularly scheduled to work twenty (20) or more hours per week shall earn sick leave according to the schedule in section 13.1 on a pro-rata basis.

ARTICLE 14.

LEAVES OF ABSENCE

- 14.1 General Conditions: To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval.
- 14.2 All requests for leave of absence shall be submitted in writing by the employee as soon as the need for such leave is known. The request shall state the reason for and the anticipated duration of the leave of absence. Such requests, if approved by the department head, must be submitted to the Personnel Director to the County Board for consideration.
- 14.3 The Employer shall continue to pay its share of insurance benefits as provided by Article 18 for employees on leave of absence with pay. Employees on leave of absence without pay who are eligible to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage.
- 14.4 Employees on approved paid leaves of absence shall continue to accrue service, department, and classification seniority. Employees on leave without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave.
- 14.5 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

- 14.6 Military Duty Leave: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.
- 14.7 Jury Duty: Employees shall be granted a leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. Employees shall return to work at the end of each day's jury duty if released from jury duty in less than five (5) hours. Employees serving jury duty while working the night shift and released in less than five (5) hours will be required to work and will retain their jury duty pay. If not released in less than five (5) hours the employee will not be required to work that evening and will be paid the difference between the jury duty compensation and their regular wage.
- 14.8 Court Appearance Leave: Leave shall be granted for appearance before a court or other judicial body at the discretion of the Employer for job-related purposes. Leave shall also be granted for attendance at court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid the employee's regular pay less the fee received, exclusive of expenses.
- 14.9 Parental Leave: A Maternity/Paternity or Adoption Leave of absence shall be granted to a natural parent, an adoptive parent or a foster parent who requests such leave in conjunction with the birth, adoption or foster placement of a child. The leave may continue up to three (3) months, however, such leave may be extended up to a maximum of six (6) months by consent of the employer. Sick leave may be used for the first six (6) weeks of leave. Employees may use vacation, personal leave or an unpaid leave for the balance of the leave. Maternity/paternity/adoption leave shall be taken in conjunction with any FMLA leave to which the employee is entitled.
- 14.10 Leave Without Pay: At the discretion of the Employer, a leave of absence without pay for reasons other than disability may be granted to an employee requesting such leave in writing provided the employee has exhausted all accrued vacation leave and comp time.
- A. Association Leave: Upon the written request of the Association, leave shall be granted to employees who are elected or appointed by the Association as Local Association Stewards, Local Association Officers, Association Officers, or other employees who may be selected or appointed by the Association or Local Association to perform duties for the exclusive representative shall be granted time off, without pay, provided that the granting of such time off does not adversely affect the operation of the employee's department.
- B. Family and Medical Leave: In accordance with the Family and Medical Leave Act (FMLA) of 1993, the County will grant job-protected unpaid family and

medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

1. The birth, adoption or foster placement of a child; or
2. To care for a family member with a serious health condition; or
3. The employee's own serious health condition.

An employee granted leave under the FMLA policy will continue to be covered under the County's group insurance under the same conditions as prior to taking leave. Complete information is provided in the Watonwan County Family and Medical Leave Policy.

- C. Disability Leave: Leaves of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended, at the discretion of the County Board. Disability leave shall be taken in conjunction with any FMLA leave to which the employee is entitled.

ARTICLE 15. ABSENCE WITHOUT LEAVE

- 15.1 Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for two (2) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 16. ALLOWANCES

- 16.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work shall be entitled to reimbursement at the rate established by the Watonwan County Board of Commissioners.

ARTICLE 17. EXPENSES

- 17.1 Expenses will be reimbursed in accordance with the Watonwan County Personnel Policy.
- 17.2 The Employer shall provide five (5) uniform short-sleeved shirts, three (3) uniform long-sleeved shirts and five (5) uniform pants for full-time employees, and three (3) uniform short-sleeved shirts, one (1) uniform long-sleeved shirt and three (3) uniform pants for part-time employees.

ARTICLE 18.**INSURANCE**

- 18.1 The Employer shall continue to carry a health policy and life insurance policy or policies, with a major medical clause, as it does now or one of comparable coverage for the employee and his/her dependents. The Employer shall notify the Association of any changes of the insurance policies.
- 18.2 Establishment of VEBA: Effective January 1, 2004, the Employer shall make available a VEBA Plan and Employee Benefits Trust Agreement for the benefit of all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 18.5B of this Article. The Employer and employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 507 (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
- 18.3 Benefits Provided Through the VEBA. The Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees and the Postretirement Health Care Savings Arrangement. A Plan summary is available from the Watonwan County Personnel Office.
- 18.4 Payment of Administrative Fees. The Employer will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the accounts. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
- 18.5 Employer Contributions to the Health Reimbursement Arrangement for Active Employees:
- A. Contributions to the Active Employees' Plans: The Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule for 2009:
- \$825.00 for each qualified employee who elects single coverage under the group health plan described in 18.5B.

\$1,275.00 for each qualified employee who elects single+1 coverage under the group health plan described in 18.5B.

\$1,650.00 for each qualified employee who elects family coverage under the group health plan described in 18.5B.

The contributions will be made on a quarterly basis over the VEBA Plan year. If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry.

In the event that the deductible provided for in the high deductible health plan in 18.5B is increased, the Employer's contribution on behalf of VEBA Plan participants shall increase by one-half of the deductible increase on the effective date of the deductible increase.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in 18.5B below.

- B. High Deductible Health Plan: The Employer shall make available a high deductible health plan described as the VEBA 100 Plan 831 to all qualified bargaining unit members and eligible retirees who elect to participant in said plan, a summary of which is available from the Watonwan County Personnel Office.

- 18.6 County Benefit Contributions: Employees electing single health coverage shall receive a monthly County Benefit contribution equal to the premium plus \$125.00. Employees electing family or single+1 coverage shall receive a monthly County Benefit contribution equal to the single premium plus one-half of the difference between the single premium and family or single+1 premium, with the balance to be paid by the employee. Employees electing to waive medical coverage due to other group coverage shall receive a County Benefit contribution of \$187.50. This provision shall apply to employees regularly scheduled to work thirty-two (32) or more hours per week and to part-time employees hired prior to September 1, 1987 who are regularly scheduled to work twenty (20) or more hours per week.

- 18.7 Employer Contributions to the Postretirement Health Care Savings Arrangement. Eligible Participants will be automatically enrolled in the Postretirement Health Care Savings Arrangement on the sooner of their retirement date or the date that the County makes a contribution to their account. Subject to the age and service requirements for eligibility, if any, an employee's retirement date shall be the employee's "retirement", defined as "eligible for and receiving PERA or similar benefits". Contributions to the VEBA will be made in an amount equivalent to the following:

Within sixty (60) days of the effective date of retirement, the County shall contribute 50% of the amount of an employee's unused sick pay, if any, up to a maximum of 480 hours. In addition to the regular sick leave bank, the County shall contribute 25% of the amount of unused catastrophic sick leave, if any.

Employees will not be eligible to receive this amount in the form of taxable cash compensation.

- 18.8 Employees regularly scheduled to work less than twenty (20) hours per week are not eligible for group coverage. Employees scheduled to work twenty (20) to thirty-one (31) hours per week are eligible, but must pay the entire amount of the insurance coverage.
- 18.9 The Employer shall provide a five thousand-dollar (\$5,000) benefit group term life insurance policy for employees regularly scheduled to work twenty or more hours per week.

ARTICLE 19. INDIVIDUAL RIGHTS

- 19.1 Employees have the right to join or to refrain from joining the Association by becoming a fair share member in accordance with Section 4.12. Neither the Employer nor the Association shall discriminate against or interfere with the rights of employees to become or not to become members of the Association and, further, there shall be no discrimination or coercion against any employee because of Association membership or non-membership. The Association shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE 20. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 20.1 This Agreement shall represent the complete agreement between the Association and the Employer.
- 20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 21. SAVINGS CLAUSE

- 21.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Watonwan County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 22.**DISCIPLINE**

22.1 The Employer will discipline only for just cause. Discipline will be in one or more of the following forms:

- | | |
|----------------------|-----------------|
| A. Oral reprimand | D. Demotion, or |
| B. Written reprimand | E. Discharge |
| C. Suspension | |

The above list of types of discipline is not meant to imply a sequence of events.

22.2 Notices of suspension, demotion and discharge will be in written form and will state the reasons(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotion will state the classification to which the employee is demoted and the rate of pay applicable as a result of the demotion. The Association shall be provided with a copy of each such notice.

22.3 An employee shall be given a copy of any written entry to his/her personnel file that is the result of any disciplinary action and shall be allowed to respond thereto.

22.4 An employee shall be allowed Association representatives at any step of the discipline procedure or any investigation that could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of the Section.

22.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

ARTICLE 23.**SALARY RATES**

23.1 Employees shall be compensated in accordance with the schedule attached hereto as Appendix A.

23.2 New employees shall normally be paid at the starting step of the salary range for their classification; however, the Employer may pay a new employee at the 1-year step or higher step of the salary range if such higher placement is justified by exceptional qualifications for the new employee or lack of available qualified eligible persons at the minimum rate. Upon completion of one calendar year of employment, employees shall receive a one step salary increase effective with the first payroll period after their anniversary date, dependent upon receiving a satisfactory performance evaluation.

23.3 Effective with the first payroll period after promotion or reclassification to a higher salary range, an employee shall be paid at the step of the salary range for his/her new classification that reflects a salary increase. A promoted employee's anniversary date shall be changed to reflect the effective date of his/her promotion. A reclassified employee's anniversary date shall not be altered.

ARTICLE 24.

TERM OF AGREEMENT

This agreement shall be in full force and effect from the date of signature by the parties to December 17, 2011, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 1st prior to the anniversary date that it desires to modify or terminate this Agreement.

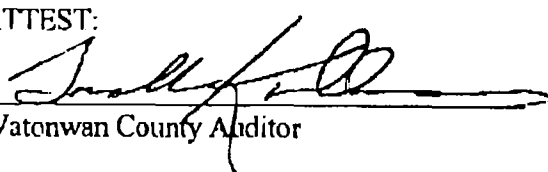
COUNTY OF WATONWAN

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS - LOCAL #3928
911 DISPATCHERS_____
Chairman, Watonwan County Board_____
Bargaining Committee Member

Dated: _____

Dated: _____

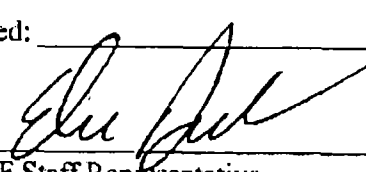
ATTEST:



Watonwan County Auditor_____
Bargaining Committee Member

Dated: _____

Dated: _____



IAFF Staff Representative

Dated: _____

APPENDIX A DISPATCHER SALARY SCHEDULE

	3.00% 12/21/2008	3.00% 12/20/2009	3.00% 12/19/2010
Start	12.55	12.93	13.32
Step 1	13.13	13.52	13.93
Step 2	13.48	13.88	14.30
Step 3	13.84	14.26	14.69
Step 4	14.21	14.64	15.08
Step 5	14.61	15.05	15.50
Step 6	15.00	15.45	15.91
Step 7	15.41	15.87	16.35
Step 8	15.82	16.29	16.78
Step 9	16.25	16.74	17.24
Step 10	16.70	17.20	17.72
Step 11	17.16	17.67	18.20
Step 12	17.63	18.16	18.70
Step 13	18.12	18.66	19.22

Weekend Premium Pay – Employees required to work between the hours of 4:00 P.M. Friday and 8:00 A.M. Monday shall be compensated an additional fifty cents (\$0.50) per hour for their entire shift, provided that at least one-half of their shift falls within those hours.

Step movement shall occur on the anniversary date of hire every year until reaching step 7, every two years thereafter, dependent upon satisfactory performance evaluation.

Note - Employees shall advance from the Start rate to Step 1 after completing one calendar year. All advances after the first wage schedule advance shall be based on 2040 hours equaling one year of service.

Julie Christensen 3:50 msg 2/3
507-375-4484

9:20 ~~Scat~~ dialled: 2/4

asked for K- ✓

Cont? She's been there since before there
was a U & doesn't think there is
one.



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 18
330 Second Avenue South Suite 790
Minneapolis, MN 55401-2221

Office: (612) 348-1757
Fax: (612) 348-1785
www.nlrb.gov

February 3, 2011

Julie Christensen
Watonwan County Disp. Local #3928
715 Third Ave S
St. James MN 56081

Re: Watonwan County, 18-WH-21

Dear Ms. Christensen:

I am the attorney assigned to investigate the petition you filed with this office. I left a message at the phone number provided on your petition on Jan. 10, and followed up with another voice mail message on your cell phone (507-375-4484) shortly thereafter. Although I have been out of the office quite a bit since then due to a family illness, I have no evidence that you have ever tried to return my calls. If you don't call me within seven days (by close of business Feb. 10), at 612-348-1772, I will recommend that your petition be dismissed for failure to cooperate with the investigation.

Very truly yours,

Joseph H. Bornong
Attorney

GAH said - threaten her! Get CBA + cert, too.

Bornong, Joe

From: Bornong, Joe
Sent: Thursday, February 03, 2011 11:08 AM
To: Scott, Pamela W.
Subject: RE: Watonwan County, 18-WH-21

You tell me What I want to know is, should I just ignore the fact that the petitioner won't return my calls and go ahead and issue a notice to show cause, since nobody is going to answer it anyway, or will you stand behind the threat and go through the motions of trying to find potentially interested parties?

From: Scott, Pamela W.
Sent: Thursday, February 03, 2011 8:24 AM
To: Bornong, Joe
Subject: RE: Watonwan County, 18-WH-21

I have not heard anything about this case. WH cases tend not to make it onto my radar at all Maybe they're on Jenny's?

From: Bornong, Joe
Sent: Thursday, February 03, 2011 8:20 AM
To: Scott, Pamela W.
Subject: Watonwan County, 18-WH-21

I'm sorry this case kind of slipped off my radar the last couple weeks. I left two phone messages with the petitioner on about Jan. 10 (case filed Jan. 5) to ask her at least one background question – whether there are any other unions representing employees of the same employer at the same location that might be interested – and she never called back. I just want to check if you have heard anything about this case in the last couple weeks. If not, I propose to write her today and give her seven days to call or I'll recommend dismissal.

2/3/2011

Cory Memeum will call @ 9:20

LELS

1/7

we say let's run

Dan Vannelly

651-793-2322

~~juday~~

327 York Ave

SP 56101

1/10 9:40 called for Christmas!

it was heard - report till

507-375-4484 call



**OFFICE OF THE SHERIFF
WATONWAN COUNTY
GARY MENSSEN, SHERIFF**

Chief Deputy: Lee Bouma Dispatchers: Julie Christensen
Dispatch Supervisor: Janice Johnson Susan Hunstad
715 3rd Ave So Shawn Gappa
P. O. Box 168 Erik Gratz
St James, MN 56081 Dorinda Kruggel
Phone: 507-375-3121
Fax: 507-375-5897

2 # of pages including this one

Fax Number: 612-348-1785

To: Regional Director

From: Watonwan Co SO

Re: Attn: Regional Director

Comments: Back to Susan, Shawn or Julie ^{with} any
questions or issues.

Confidentiality Notice: The accompanying documents (S) comprising this fax may contain information which is legally classified as confidential or private. This information would be legally privileged. All information is being released only for the express use of the named recipient, and only for the original stated purpose. No other use of this information is permitted. If you are not the intended recipient, you are hereby notified that any action in release of the contents of this information or any action in release of the contents of this information or any action in reliance on the contents of this telecopy information, except authorized by the sending party, is strictly prohibited.

If you received this fax in error, please notify the sending party immediately, by telephone to arrange for the return of the documents to us.

If the fax is unreadable and needs to be resent, please call 507-375-3121 as soon as possible.